

ANAC SELF STORAGE

# General rental terms and conditions

January 2025



## **General rental terms and conditions of ANAC Self Storage B.V.**

### **1. Definitions**

Offer / Proposal	Any quote, proposal, or other offer made by ANAC for entering into an agreement.
ANAC	ANAC Self Storage B.V. (Chamber of Commerce number: 09186071), i.e. the user of the terms and conditions.
Services	All (supplementary) services and/or (technical) activities of any kind performed or offered by ANAC, in the broadest sense, including the rental of storage units.
Internal rules and regulations	The regulations applicable to the rental of storage units.
Customer	The natural person(s) and/or legal entity(ies) to whom ANAC makes an offer to provide services and/or with whom ANAC enters into an agreement.
Storage unit(s)	A storage unit rented out by ANAC to a customer under an agreement.
Agreement	Any agreement between parties.
Private individual	A customer who purchases services from ANAC outside the scope of a business or professional activity.
Party(ies)	ANAC and the customer, or each individually.
In writing	By letter, email or bailiff's notification.
Terms and conditions	ANAC's general rental terms and conditions relating to the rental of storage units.

### **2. Applicability**

- 2.1 These terms and conditions apply to all offers and agreements, as well as to all obligations arising from and building upon them.
- 2.2 If these terms and conditions have applied to any agreement, they shall automatically – without requiring a separate written agreement between the relevant parties – apply to any subsequent agreement entered into between the parties, unless expressly agreed otherwise in writing between the parties.
- 2.3 In the event that one or more provisions of these terms and conditions are declared null and void or are annulled by the customer, the remaining provisions shall continue to apply in full to the agreement. The parties shall consult with each other to replace any null and void or annulled provision with a valid or non-annullable provision that aligns as closely as possible with the purpose and spirit of the original provision and the agreement.
- 2.4 ANAC is entitled to unilaterally amend these terms and conditions. Any amendments shall take effect from the moment the updated terms and conditions are published on ANAC's website.

### **3. Establishment of agreements and access code**

- 3.1 An agreement is established by the signature or digital signature of the rental agreement by the customer. An agreement may also be established online when the customer rents a storage unit via ANAC's website.
- 3.2 The agreement as stored in ANAC's systems shall serve as evidence of the arrangements made between the customer and ANAC.
- 3.3 At the start of the agreement, the customer shall receive an access code for the roller door to access the storage unit. This access code is strictly personal and may not be shared. If the customer forgets the access code, they must report to reception in person. The customer cannot obtain the access code in any other way.
- 3.4 The customer must always use their own access code upon entry and exit. Customers are not permitted to enter or leave the premises by following someone else.
- 3.5 After entering the access code, the roller door will roll up. The customer may only drive through once the barrier has fully opened. The sliding gate at the rear of the building will open automatically when the customer's vehicle approaches but only after the roller door behind the customer has fully closed.

### **4. Termination of the agreement**

- 4.1 The customer may terminate the agreement by completing the standard form on ANAC's website, by email, or by terminating it in person at ANAC's location. Upon termination, the customer must sign ANAC's termination agreement.
- 4.2 If the storage unit is not handed over clean and cleared by the end date specified in the agreement, the provisions of Article 12 of these terms and conditions shall apply.
- 4.3 Private customers are entitled to cancel an agreement entered into online without specification of reasons within 14 days of the date on which the agreement was reached. Private customers must send a clear statement to ANAC within the aforementioned period. The cancellation form on ANAC's website may be used for this purpose. Any products or services already purchased by the private customer prior to cancellation must be settled with ANAC at the agreed or applicable rates.

### **5. Internal rules and regulations on ANAC's site and buildings**

- 5.1 On all ANAC's sites and buildings, the following internal rules and regulations apply:
- a. the customer takes into account other people's safety;
  - b. the customer acts in accordance with all signals on ANAC site;
  - c. smoking is prohibited on an ANAC site, except in designated smoking areas;
  - d. the customer drives vehicles at walking speed only within the storage area and throughout ANAC's site.
- 5.2 If customers fail to comply with any internal rule and regulation, they shall immediately be in default.

### **6. Purpose and use**

- 6.1 The customer is not permitted to use the storage unit for any purpose other than the storage of movable goods. The customer must use and maintain the storage unit with due care and in accordance with its intended purpose and the latest internal rules and regulations established by ANAC. The customer knows and understand the internal rules and regulations. The customer understands and accepts the internal rules and regulations may change, and agrees to immediately comply with ANAC's reasonable instructions regarding them. The customer is liable vis-à-vis ANAC for the actions of third parties under article 7:219 of the civil code.
- 6.2 The storage unit is accessible every day from 6 a.m. to 11 p.m. The customer is not allowed to be in the storage unit outside these hours. The customer must leave the ANAC site and building by 11 p.m.

at the latest. Any alarm response costs due to non-compliance shall be charged to the customer, with a minimum of €150 per violation.

- 6.3 The customer may not make any alterations to the storage unit, which includes drilling or making holes.
- 6.4 The customer acknowledges that they have personally inspected the storage unit and found it suitable for the agreed purpose and use. ANAC expressly provides no guarantees relating to this and accepts no liability.
- 6.5 ANAC reserves the right to inspect the storage unit at any time and is entitled to grant access if any competent authority requests it. Upon ANAC's first request, the customer must provide access to the storage unit for maintenance or inspection without entitlement to rent reduction or any other payment obligation, whole or partial dissolution of the agreement and/or damages.
- 6.6 The customer is prohibited from:
- e. using the storage unit for purposes that conflict with criminal or customs legislation, including but not limited to, storing weapons, explosives, drugs (or other substances regulated under the Opium act), smuggled goods, stolen or fenced goods, or illegally imported goods.
  - f. performing any activities other than loading, unloading, and repackaging goods. It is specifically prohibited to use electrical and mechanical tools in or around the storage environment and the storage unit.
  - g. wholly or partly subletting or otherwise having the storage unit used by third parties or making it available to third parties;
  - h. storing or allowing toxic, explosive, flammable, or other substances that are (potentially) dangerous to humans, the environment, or in any way, perishable goods, or live animals to remain in the storage unit.;
  - i. storing jewellery, furs, artworks, collection pieces, or irreplaceable items, as well as objects with an emotional or special value without ANAC's prior written notification is prohibited, under penalty of complete exclusion of ANAC's liability;  
storing goods specified in the 'Decree on environmental management in the storage and transport industries' (decree of 15 June 2000, Dutch Official Gazette 2000, no. 278) and the 'Decree on packaging and indication of environmentally hazardous substances' (decree of 14 October 1987, Dutch Official Gazette 1991, no. 534);
  - j. using the storage unit as a workshop or showroom, or using the storage unit in such a way that it causes nuisance to the surrounding area.
  - k. performing commercial activities in or from the storage unit;
  - l. establishing a domicile or registered office of a company in the storage unit;
  - m. granting third parties access to the storage unit without written authorisation. Any authorised third party must report to reception during opening hours of the reception with a valid ID and proper authorisation before accessing the storage unit;
  - n. leaving access (overhead) doors open after entering the site. If the customer is negligent and leaves emergency or access (overhead) doors open, any resulting damage shall be charged to the customer, with a minimum of €150.00.

## **7. Rent and payment**

- 7.1 The agreement is entered into at the agreed price, or - if no price has been agreed - at the customary rates that ANAC charges for the storage units at the time the agreement is reached. Private individuals and non-profit organisations are not subject to VAT. For businesses, prices are exclusive of VAT.
- 7.2 ANAC Self Storage is entitled to index prices and rates annually based on the relevant price index. Additionally, ANAC has the right to adjust the prices and rates periodically based on general market conditions and insights. If ANAC increases prices and rates by more than 10% based on those general market conditions, the customer has the right to terminate the agreement.
- 7.3 The customer is obliged to immediately pay the first rental term by debit or credit card at the time of entering into the agreement. At the same time, the customer must also pay any additional costs for a lock or items from the moving range by debit or credit card.
- 7.4 By consenting to the agreement, the customer authorises ANAC to deduct the rent every month through direct debit from the account number provided by the customer. Companies receive a VAT invoice for this. The customer must ensure sufficient funds are available in their account. If the rent cannot be collected or is returned, a charge of €10 per 'failed' direct debit shall be charged.
- 7.5 ANAC may require the customer to pay a security deposit when entering into the agreement. ANAC is entitled at all times to offset any claims against the customer using the security deposit. Once the agreement has ended and the storage unit has been handed over, any remaining balance of the security deposit shall be refunded to the customer.
- 7.6 If payment of an invoice has not been made in full within the specified deadline (including cases where a debit has not been (fully) executed for any reason), the customer is immediately in default without further notice of default being required and from the day after the invoice's due date, the customer shall owe interest of 1% per month (unless the statutory commercial interest rate is higher, in which case that rate applies), with part of a month being calculated as a full month. Moreover, all extrajudicial collection costs shall be borne by the customer, said costs being agreed upon by the Parties in advance to be at least 15% of the outstanding debt with a minimum of €150, without prejudice to ANAC's right to claim the actual extrajudicial costs if they are higher.
- 7.7 If the customer is in default with the payment of any invoice as referred to in article 7.6, all other outstanding invoices shall also become immediately due and payable.
- 7.8 Payments made by the customer shall first be applied to settle owed costs, interest, and subsequently the oldest due and payable invoices, even if the customer specifies that the payment relates to a different invoice.
- 7.9 Without prejudice to provisions of compulsory law, the customer does not have the right to suspend their payment obligations vis-à-vis ANAC and/or offset these against any payment obligations of ANAC vis-à-vis the customer.
- 7.10 ANAC is entitled to offset all claims against the customer with any debts that ANAC, or (legal) entities affiliated with the customer, may owe to the customer.
- 7.11 If:
- o. after reaching the agreement, circumstances come to ANAC's attention that give it good reason to fear that the customer shall not fulfil their obligations, entirely at ANAC's discretion; or
  - p. if on reaching the agreement ANAC asked the customer to provide security to ensure compliance as referred to in article 7.12 and this security has not been provided or is insufficient; or
  - q. the customer applies for bankruptcy or files for suspension of payments, or in the event of liquidation or bankruptcy of the customer - or if the customer is a natural person - the application of the Act on Debt Consolidation for Natural Persons (WSNP)
- in this case, ANAC is entitled to suspend the services to the customer, and all claims ANAC has against the customer become immediately due and payable.
- 7.12 ANAC is entitled, based on its assessment of the customer's creditworthiness, to at any time require security or full or partial advance payment for the fulfilment of both payable and non-payable

payment obligations. If and as long as the customer fails to provide the requested security or full or partial advance payment, ANAC is authorised to suspend its obligation to deliver.

## **8. Defects and responsibility of the customer**

- 8.1 The storage unit is considered defective if, due to its condition, a characteristic, or other circumstance not attributable to the customer, the storage unit cannot provide the enjoyment the customer could expect at the time of entering into the agreement. If the customer does not inform ANAC of any defect within seven (7) days after the start of the agreement, the storage unit shall be deemed to have been made available in accordance with the agreement and in good condition.
- 8.2 ANAC is not liable for the consequences of inspections or checks by the authorities in or to the storage unit. These consequences include potential damage to stored goods and/or locks and/or fittings. The customer is always liable vis-à-vis ANAC for any damage ANAC may suffer as a result of these inspections and checks.
- 8.3 If the customer, after duly having been served a notice of default by ANAC if necessary, fails to comply with the rules and conditions specified in the agreement and/or these terms and conditions, the customer incurs an immediately payable penalty of €100.00 per day for each day the customer is in default, up to a maximum total of €2,000. ANAC's right to full compensation for higher damages remains unaffected.
- 8.4 The customer is liable vis-à-vis ANAC for all damage and losses to the storage unit and/or the site to which the storage unit belongs and/or third-party property unless the customer can prove that the fault does not lie with them, the persons they allowed access to the storage unit, their staff, or those for whom they are liable.
- 8.5 The customer indemnifies ANAC against claims, liabilities, and/or fines imposed on ANAC by third parties, including the government, as a result of actions or negligence by the customer and/or persons permitted by the customer to access the storage unit, and/or the customer's staff, and/or persons for whom the customer is liable in connection with the use of the storage unit and/or the site to which the storage unit belongs.

## **9. ANAC's liability**

- 9.1 The storage of items in the storage unit is and remains entirely the customer's responsibility. ANAC does not accept liability for the legal or contractual purpose and use of the storage unit, nor arising from safekeeping, storage, supervision, or security.
- 9.2 If and insofar as ANAC is liable for any damage, such liability is limited to the rental price paid by the customer to ANAC in the six (6) months preceding the damage, and the following damage does not come into consideration for compensation:
- r. financial loss, such as—but not limited to—loss consequential on business interruption, consequential damages, delays, and lost profits;
  - s. damage arising from actions or negligence by the customer or third parties in violation of instructions, guidelines, signals, and internal rules and regulations provided by ANAC or in breach of the agreement and the terms and conditions;
  - t. damage directly caused by incorrect, incomplete, and/or faulty information provided to ANAC by or on behalf of the customer.
- 9.3 Moreover, ANAC is not liable if the damage is caused by the following:
- u. visible and invisible defects to the storage unit or the building or site of which the storage unit forms part;
  - v. weather conditions;
  - w. accessibility issues regarding the storage unit;
  - x. interruptions in the supply of gas, water, electricity, heating, ventilation, or climate control;
  - y. defects of installations and equipment; inflow and outflow of gases or liquids;
  - z. fire, explosion and other incidents;

- aa. disruption in enjoyment of the rented storage unit, disruption or deficiencies in deliveries and services, or damage resulting from the loss, theft, or damage to items, vandalism, moisture, mould formation, rust, lightning strikes, and/or damage caused by rodents.
- 9.4 In the event of defects to the storage unit, ANAC reserves the right to provide another storage unit during the rental period without entitling the customer to terminate the agreement or claim damages. The customer is required to cooperate fully in this matter.

## **10. Insurance**

The customer must, before using the storage unit, arrange standard insurance with appropriate coverage. This includes at least fire insurance, third-party liability insurance for damage to third parties, and, if applicable, business interruption insurance, including damage to goods caused by, in any case, lightning strikes, storms, precipitation, water leakage, and power outages. It must be taken out with a reputable and well-established insurance company based in the Netherlands and maintained through regular premium payments.

## **11. Dissolution and termination**

11.1 In the following cases the customer is automatically in default, and ANAC is entitled, without further notice of default and without recourse to the courts, to wholly or partly terminate, cancel, and/or suspend its obligations under the agreement, at its own discretion:

- bb. the customer fails to fulfil one or more obligations relating to the agreement or the terms and conditions, be it fully or partially;
- cc. the customer applies for suspension of payments or bankruptcy, or an application has been filed;
- dd. the customer ceases its business or has decided to do so;
- ee. the customer fails to provide sufficient security as referred to in Article 7.12 or;
- ff. an attachment is placed on the customer's assets, which has not been lifted within thirty (30) days;

11.2 Dissolution or termination is performed by means of written notification to the customer.

11.3 In case of dissolution or termination based on this article, ANAC is not obliged to pay any damages. In this case, ANAC does reserve its rights, including the right to full damages.

11.4 If one of the events described in article 11.1 occurs, all claims ANAC has or may have against the customer become immediately due and payable.

## **12. End of the agreement and handover**

12.1 By the end date specified in the agreement (or an end date based on articles 4 or 11), the customer must have fulfilled all payment obligations as specified in the agreement, the storage unit must be in good condition, free of damage, empty, clean, and with the lock removed. The customer shall hand over the storage unit in the same condition as at the start of the agreement to ANAC, subject to normal wear and tear during such a rental period.

12.2 The customer is liable for all repairs and cleaning costs incurred by ANAC if the storage unit is returned in a damaged state to ANAC, without prejudice to ANAC's right to claim other damage, such as loss of rent.

12.3 If the customer has not cleared out the storage unit within fourteen (14) days after the Agreement's termination or the term specified in the article, ANAC is entitled to establish a possessory pledge on the goods in the storage unit and to clear out the storage unit. The costs of clearing, with a minimum of €250.00 are borne entirely by the customer. ANAC has the right to dispose of the customer's

belongings left in or around the storage unit at its own discretion, including destroying, retaining, or selling the items and keeping the proceeds.

- 12.4 Removing waste and rubbish from the storage unit is the customer's responsibility. In case of negligence, the removal costs, including those of third-party contractors, shall be charged to the customer, with a minimum of €20. The costs of drilling out the lock are €75.

**13. Expiry periods**

- 13.1 Legal claims and other rights arising from this agreement, regardless of their nature, expire after twelve (12) months from the date the entitled party became or could reasonably have become aware of their existence, unless a written claim was made to the other party within this period.

- 13.2 If a written claim is made within the term specified in article 13.1, any legal proceedings relating to this matter also expire if the other party has not been brought to court within four (4) months of receiving the written claim by the competent court based on article 16 of the terms and conditions.

**14. Transfer**

The customer is not allowed to wholly or partly transfer rights and/or obligations arising from the agreement to a third party, including the establishment of pledges. The transfer of rights as defined in Article 3:83 paragraph 2 of the Civil Code is excluded. This provision has property law effect.

**15. Privacy**

ANAC processes the customer's personal data in accordance with its privacy statement. ANAC has published its privacy policy on its website <https://anaccarwash.com/privacyreglement/>, said policy being applicable to all agreements. The Customer guarantees ANAC that they are authorised to also make the personal data received from them available to ANAC for the intended processing thereof by ANAC.

**16. Applicable law and competent court**

- 16.1 Dutch law applies exclusively to all services offered and agreements concluded by ANAC, including these terms and conditions, excluding the Vienna Sales Convention.

- 16.2 All disputes between the parties shall be exclusively settled by the Court of Gelderland, Arnhem location, or any other court that is competent under mandatory legal provisions.

